

(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Patent No. 6,959,275

Inventor: Erell, Adoram

Application No.: 09/867,028

Confirmation No.: 5636

Filed: May 30, 2001

Title: SYSTEM AND METHOD FOR ENHANCING  
THE INTELLIGIBILITY OF RECEIVED  
SPEECH IN A NOISE ENVIRONMENT

**REVOCATION OF POWER OF ATTORNEY, NEW POWER OF  
ATTORNEY AND NOTICE OF CHANGE OF CORRESPONDENCE ADDRESS**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Marvell International Ltd., the owner of the entire right, title and interest in the this patent hereby revokes all Powers of Attorney previously given in this patent. Marvell International Ltd. is the Assignee of the entire right and interest in this patent, as evidenced by the documentary evidence of the chain of title from the original owner to the Assignee:

1) Assignment from the inventor to D.S.P.C. Technologies Ltd., recorded at Reel/Frame: 012208/0361;

2) An attached portion of a Form 8K, filed with the Securities and Exchange Commission, related to an asset purchase agreement between Intel Corporation and Marvell Technology Group Ltd. that shows that D.S.P.C. Technologies Ltd. was a wholly owned subsidiary of Intel Corporation as of June 26, 2006; and

3) Assignment from Intel Corporation to Marvell International Ltd., recorded at Reel/Frame: 018515/0817.

Marvell International Ltd. hereby appoints the attorneys and/or agents associated with Customer No. 64768 to prosecute these patents and patent applications and transact all business in the U.S. Patent and Trademark Office.

Please send all correspondence and direct telephone calls to the following:

Customer No. 64768

The undersigned is authorized to act on behalf of Marvell International Ltd.

For: **Marvell International Ltd.**



Name: THOMAS CRICK

Title: ASSISTANT GENERAL MANAGER

Dated: 4 JANUARY 2006

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): November 8, 2006

**MARVELL TECHNOLOGY GROUP LTD.**

(Exact name of registrant as specified in its charter)

**Bermuda**  
(State or Other Jurisdiction of  
Incorporation)

**0-30877**  
(Commission File Number)

**77-0481679**  
(I.R.S. Employer  
Identification No.)

**Canon's Court  
22 Victoria Street  
Hamilton HM 12**

**Bermuda**

(Address of principal executive offices)

**(441) 296-6395**

(Registrant's telephone number,  
including area code)

**N/A**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 144a-12 under the Exchange Act (17 CFR 240.144-12)

Schedule 6.01(c)

Required Consents

vi

CONFIDENTIAL

**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT, dated as of June 26, 2006 (the "Agreement"), is by and between INTEL CORPORATION, a Delaware corporation (the "Seller"), and MARVELL TECHNOLOGY GROUP LTD., a Bermuda corporation (the "Buyer"). Seller and Buyer are sometimes referred to as the "Parties" and each individually as a "Party."<sup>1</sup> All capitalized terms have the meanings ascribed to such terms in Article I or as otherwise defined herein.

**RECITALS**

- A. Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, the Transferred Assets, and Buyer is willing to assume the Assumed Liabilities, all upon the terms and conditions set forth in this Agreement.
- B. In connection with the transactions contemplated by this Agreement, Buyer and Seller also are entering into, or intend to enter into, certain other Ancillary Agreements, including the Transition Services Agreement, the Intellectual Property Agreements and the Development Agreement.
- C. Seller's Subsidiaries identified on Schedule 3.23, (collectively, the "Subsidiary Sellers") own 10,011 Ordinary Shares of DSPC Technologies Ltd., a corporation formed under the laws of Israel (the "Transferred Sub"), which represent all of the issued and outstanding shares of Transferred Sub (the "Transferred Shares").
- D. Seller desires to cause the Subsidiary Sellers to sell to Buyer, and Buyer desires to acquire from the Subsidiary Sellers, the Transferred Shares, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual representations, warranties, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I****DEFINITIONS**

- 1.01 Definitions. The following terms, as used herein, have the following meanings:

"Accounts Payable" means all accounts payable owing by Seller or any of its Subsidiaries in connection with the Business for raw materials or supplies received by or services rendered to Seller or any of its Subsidiaries on or prior to the Closing Date.

"Accounts Receivable" means all accounts receivable, notes receivable and other current rights to payment of Seller or any of its Subsidiaries, together with any